

of this court interposed as a measure of precaution must be withdrawn.

To leave the injunction in force and appoint a receiver to settle up the affairs of this partnership, without showing the existence of one or the other of these causes for such interposition, would be to establish a principle which might make this court the manager of half the partnerships in the state, a result which, in the former order, was shown to be deprecated by a distinguished Chancellor of the parent country.

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[In the course of the subsequent proceedings in the cause, a decree was passed for an account and referring the case to a special Auditor for the purpose of stating the account from the pleadings and proofs in the case, the books of the firm and such other proof as the parties may produce before him upon giving the usual notice. The decree also directed that before he should proceed to act as Auditor in the case, he should make oath before some justice of the peace that he will well and faithfully execute the duties of his said office as Auditor in this case without favor, affection, partiality or prejudice.

Upon the coming in of his report, various exceptions were filed to it by the defendant. Among others that it states the Auditor's fee at the amount of \$863 33, which the exceptant charges to be enormous, unreasonable and excessive. The character of the other exceptions sufficiently appears from the following opinion of the Chancellor delivered at the hearing thereof.]

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#### THE CHANCELLOR :

This case is brought before the court and has been argued by counsel upon exceptions to the report of the special Auditor, and the several accounts accompanying the same, filed on the 24th of April, 1849.

The decree for an account passed on the 1st of August, 1848, by which the special Auditor was appointed, as is usual, directed that he should, before proceeding to act, make oath that he would